

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION

MARIA AYALA, et al., §
Plaintiffs, §
v. § CIVIL ACTION NO. B-11-49
PIONEER HI-BRED §
INTERNATIONAL, et al., §
Defendants. §

FINAL JUDGMENT

On this day, the Court considered the parties' Joint Motion for an Agreed Judgment Approving Settlement of Claims of the Minor Plaintiffs Gilberto Ayala, Jr. (formerly referred to as G.A.); Francisco Berlanga (formerly referred to as F.B.); Yocelyn Cepeda (formerly referred to as Y.C.); Roman Milan, Jr. (formerly referred to as R.M.); and Giovvani Milan (formerly referred to as G.M.) (hereafter "the Minor Plaintiffs") in the above-referenced case. After due consideration, the Court **GRANTS** the Motion.

The parties' Motion stated that through Mediation on February 18, 2013, they settled, subject to the Court's approval, all claims against Defendants, Pioneer Hi-Bred International, Inc., Ramon Quintanilla, Sr., Rosa Quintanilla, Ramon Quintanilla, Jr. and Rogelio Quintanilla. Under the terms of the proposed Settlement Agreement executed with the Minor Plaintiffs, through their respective Next Friends, Defendants, Pioneer Hi-Bred International, Inc., Ramon Quintanilla, Sr., Rosa Quintanilla, Ramon Quintanilla, Jr. and Rogelio Quintanilla agree to pay the Minor Plaintiffs, through their respective Next Friends in the capacity stated, the total consideration of Eleven Thousand Four Hundred Dollars and No/100ths (\$11,400.00) dollars.

That consideration will fully settle all claims, demands, and causes of action that have been or could have been brought against Defendants by or on behalf of the Minor Plaintiffs in this lawsuit or which accrued as of February 18, 2013, the date the settlement agreement was reached.

Plaintiffs and Defendants stated that this settlement was made on disputed claims, Defendants having denied any liability to Plaintiffs. The parties' motion asked the Court to approve the Settlement Agreement and enter Judgment in accordance with the agreement.

The Court **FINDS** that all claims and causes of action asserted or which could have been asserted by the Minor Plaintiffs in this lawsuit are within the scope of the parties' Settlement Agreement. The Court further specifically **FINDS** that the proposed settlement of all of the Minor Plaintiffs' claims and causes of action against Defendants, both actual and potential as of February 18, 2013, is in the minors' respective best interest. The Court specifically approves the same as binding on and conclusive of any action which may ever be asserted by or on behalf of the minors against Defendants which arose on or before February 18, 2013, including but not limited to any actions related to the events and transactions that are the subject of this lawsuit.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Minor Plaintiffs recover herein the sum of Eleven Thousand Four Hundred Dollars and No/100ths (\$11,400.00) dollars to be distributed as follows:

The sum of \$300.00 in gross wages (less applicable withholdings and deductions) shall be paid by Defendants to each of the following three minor Plaintiffs who worked:

Jose Ayala, Sr., As Next Friend of J.I.A.,
Gilbero Ayala, Jr., and
Hilario Milan, Sr., As Next Friend of J.M.

Applicable state and federal withholding and FICA deductions will be made by Defendants at the same rate used in Plaintiffs' 2009 paychecks.

The sum of \$2,500.00 shall be paid as income other than wages by Defendants to each of the following three Plaintiffs who worked:

Jose Ayala, Sr., As Next Friend of J.I.A.,

Gilbero Ayala, Jr., and

Hilario Milan, Sr., As Next Friend of J.M.

The sum of \$1,000.00 shall be paid as income other than wages by Defendants to each of the following minor Plaintiffs who did not work:

Jose Ayala, Sr., As Next Friend of D.C.A.,

Joanna Berlanga, As Next Friend of L.B., and

Ricardo Cepeda, As Next Friend of R.A.C.

Income other than wages shall be reported as "other income" on line 3 of Form 1099-MISC and each recipient Plaintiff shall be solely responsible for payment of any applicable state or federal taxes.

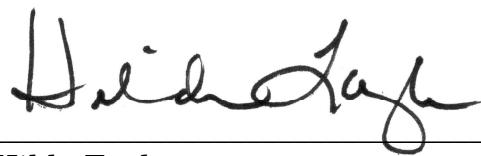
It is further **ORDERED** that said sums will be tendered to each Minor Plaintiff's Next Friend as indicated in the Settlement Agreement, by and through their attorney of record.

It is further **ORDERED, ADJUDGED and DECREED** by the Court that this Judgment is fully and finally satisfied and discharged as to Defendants, Pioneer Hi-Bred International, Inc., Ramon Quintanilla Sr., Rosa Quintanilla, Ramon Quintanilla, Jr. and Rogelio Quintanilla. The Court having been apprised that all other matters are resolved, it is further **ORDERED, ADJUDGED and DECREED** that all other claims, asserted in this action by any Plaintiffs, minor or

adult, are hereby **DISMISSED**, with prejudice, with costs taxed against the party incurring them.

It is further **ORDERED, ADJUDGED** and **DECREEED** that Plaintiffs are denied all relief not expressly granted by this judgment, whether such relief was requested or could have been requested in this case.

SIGNED this 2nd day of July, 2013.



Hilda Tagle
Senior United States District Judge